



cmpdi

A Mini Ratna Company

TENDER DOCUMENT

FOR

SUPPLY & SERVING TEA & COFFEE

SEPTEMBER 2018

**P&A DEPARTMENT
CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED
(A Subsidiary of Coal India Limited)
REGIONAL INSTITUTE – IV
NAGPUR**

SECTION -1

e-TENDER NOTICE

e-TENDER NOTICE

Ref. No.: CMPDI/RI-IV/P&A/Supply&/Serving Tea & Coffee/2018-19/02

Date: 25/09/2018

Tenders are invited on-line on the website <https://coalindiatenders.nic.in> from the eligible bidder(s) having valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA for the following work/service:

Description of work/service	Estimated Cost of Work (In Rs.)	Earnest Money (EMD) (In Rs.)	Period of contract (In Months)
Supply & Serving Tea and Coffee at CMPDI, RI-IV, Nagpur HQ Office for 24 months.	Rs 9,03,019/- (Nine lakh three thousand nineteen only). (Estimated value excludes all expenses and taxes).	Rs 5,644 /- (Rupees Five Thousand six hundred forty four only).	24 Months. (Excluding Sundays and holidays)

Time Schedule of Tender:

Sl. No.	Particulars	Date	Time (IST)
a.	Tender Publication Date	Date and Time as mentioned in the website https://coalindiatenders.nic.in	
b.	Document download Start Date		
c.	Document download End Date		
d.	Bid Submission Start Date		
e.	Bid Submission End Date		
f.	Start Date for seeking Clarification on-line		
g.	Last Date for seeking Clarification on-line		
h.	Date of Pre-bid Meeting (if required)		
i.	Bid Opening Date		

For details of qualification requirements, bid security and complete tender document, visit the website www.cmpdi.co.in or <http://eprocure.gov.in/cppp>. Detailed Tender Notice is available at <https://coalindiatenders.nic.in>,

NOTES:

End user portal agreement of CIL is applicable for CMPDI also.

There is no application fee. On-line registration on the portal is free.

The price quoted by the bidder shall be firm and fixed for the duration of the contract and shall not be subject to variation on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

For any query, contact HOD (P&A), RI-IV, CMPDI, Nagpur at P&T No. and Fax No.: 0712-2642546.

e-mail: jk.kahlon@coalindia.in



cmpdi
A Mini-Ratna Company

Corporate Identity Number-U14292JH1975GOI001223

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
गोन्दवाना प्लेस, काँके रोड, राँची - 834 031, झारखंड (भारत)

Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)

DETAILED e-TENDER NOTICE

Ref. No.: CMPDI/RI-IV/P&A/Supply&Serving Tea & Coffee/2018-19/02

Date: . . 2018

Tenders are invited on-line on the website <http://coalindiatenders.nic.in> from the eligible bidder(s) having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA for the following work/service:

1. Brief Scope of Work:

Description of work/service	Estimated Cost of Work (In Rs.)	Earnest Money (EMD) (In Rs.)	Period of contract (In Months)
Supply & Serving Tea and Coffee at CMPDI, RI-IV, Nagpur HQ Office for 24 months.	Rs 9,03,019/- (Nine lakh three thousand nineteen only). (Estimated value excludes all expenses and taxes).	Rs. 5,644 /- (Rupees Five Thousand six hundred forty four only).	24 Months. (Excluding Sundays and holidays)

2. Time Schedule of Activities:

Sl. No.	Particulars	Time Schedule
a.	Tender e-Publication date	Date & Time as mentioned in the website: https://coalindiatenders.nic.in
b.	Document download/ Sale Start Date	
c.	Document download & Bid submission End Date	
d.	Bid Submission Start Date	
e.	Start Date for seeking Clarification on-line	
f.	Last Date for seeking Clarification on-line	
g.	Date of Pre-Bid Meeting (If required)	
h.	Bid Opening Date	
i.	Start Date of Reverse Auction	On the day of Bid Opening

Tender Inviting Authority	Contact Person(s)/Tender Dealing Officer(s)
HOD(P&A) CMPDIL RI-IV, Jaripatka, Nagpur (MS) 440014 Contact no: 0712-2633234 & Mobile Nos. 8698894050/9422438119	Rekha Chakraborty, Asst Manager(P&A), CMPDI RI-IV, Jaripatka, Nagpur (MS) 440014. Mobile No. 9421995382 Vikrant Trivedi, Dy. Manager(P&A), CMPDI RI-IV, Jaripatka, Nagpur (MS) 440014. Mobile No. 9421995406 <u>Helpline No. – 0651-2233032</u>

NOTE (Important):

- If the due date of opening falls on a holiday, the Tender will be opened on the next working day.
- In case minimum 03 (three) bids are not received within originally stipulated time, the *Bid Submission End Date* will be extended initially for 02 (two) days and if still less than 03 bids are received, the *Bid Submission End Date* will be extended by another 05 (five) days automatically by the system.
- There will be no physical / manual sale of the Tender Document.
- There is no tender fee and the bidders can download the Tender Document free of cost.
- Bidders are advised to download the complete set of the Tender Document, including the tender details.

3. Deposit of Bid Security/ Earnest Money Deposit (EMD):

The bidder will have to make the payment of EMD through **ONLINE** mode only.

NOTE: The Earnest Money/ Bid Security should be 1.25% of the annualized estimated cost / estimated cost whichever is less, rounded up to nearest hundred rupees subject to maximum of RS 50 lakhs. This shall be deposited in the manner as described.

In Online mode the bidder can make payment of EMD either through net banking from designated Bank/s or through NEFT/ RTGS from any scheduled Bank. In case of payment through net-banking, the money will be immediately transferred to CMPDIL's designated Account.

In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his / her bid only when the EMD is successfully received in CMPDIL's account and the information flows from Bank to e-Procurement system.

The Earnest Money/ Bid Security of the unsuccessful bidder will be refunded and will not bear any interest.

NOTE:

The process of submission of EMD should be initiated preferably at least 24 hours before End Date and Time of Bid Submission to avoid any system related problems or issues in the payment gateway.

Clarification: No exemption of EMD for any bidder. However, in the online portal if option of exemption of EMD is mentioned as YES, then it is only to facilitate the bidder to upload detail of EMD in case of foreign currency.

4. Availability of Tender Documents:

Detailed Tender Notice & Tender Documents including terms and conditions of works shall be available on e-tendering portal <https://coalindiattenders.nic.in> and Tender Notice shall be available at websites

www.cmpdi.co.in & <http://eprocure.gov.in/cppp> . The Tender document can be downloaded by any prospective bidder from the e-Procurement portal free of cost. The download of tender document may start immediately after e-Publication of NIT and shall continue till the last date and time of bid submission.

5. **Pre-bid Meeting:**

The pre-bid meeting shall be held in the office of Tender Inviting Authority on the scheduled date & time, only if specified online. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of the pre-bid meeting will be to clarify issues.

6. **Clarification of Bid:**

The bidder may seek clarification on-line within the specified period. However, the management will clarify, as far as possible, only the relevant queries.

7. **User Portal Agreement:**

The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including 'General Terms & Conditions' and 'Special Terms & Conditions' and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line through <https://coalindiatenders.nic.in> in order to become an eligible bidder. No conditional bid shall be accepted .

8. **Eligible Bidders:**

In order to submit the bid, the bidders have to get themselves registered online on e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC). The bidders should have a Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company registered under company's act or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in Clause No: 9 of the NIT.

NOTE:

Joint Venture shall be allowed for participation in the bid with estimated cost above Rs 2.0 Crores.

Requirements of any Joint Venture: Two or three (but not more than three) companies/contractors may participate in the tender as Joint Venture (JV). Joint Ventures must comply the following requirements:

- i. Following are the minimum qualification requirements for a joint venture.
 - a. The minimum qualification requirements for Joint Venture: The qualifying criteria parameters e.g. experience, financial resources etc. of the individual partners of the J.V. will be as deliberated under **Clause No. 9** of the NIT towards fulfillment of qualification criteria related to the experience.
 - b. The qualifying criteria parameter e.g. financial resources (turnover) of the individual partners of the JV will be added together, for the relevant period, and the total criteria should not be less than as deliberated under **Clause No. 9** of the NIT towards fulfillment of qualification criteria related to financial turn over.
- ii. The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and/or any change in the bidding regarding Joint Venture will not be permitted.
- iii. The bid, and in case of a successful bid, the agreement shall be signed, so as to legally bind all partners

jointly and severally and bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

- iv. There-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre- qualification requirements, subject to written approval of the employer.
- v. The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severely for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and severally) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi. One of the partners shall be nominated for being in charge of the contract and shall be designated as **Lead Partner**. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners at the time of bidding.
- vii. The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii. The contract agreement should be signed jointly by each Joint Venture Partners .Subsequent declaration/letters/documents shall be signed by the lead partner authorized to sign on behalf of the Joint Venture or by the authorized signatory on behalf of the JV.
- ix. The bid should be signed by all the partners of the Joint Venture.
- x. An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
- xi. The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in the bid.
- xii. The Earnest money/ Bid security/Bank guarantee can be submitted by the JV/one or more partners of the JV.
- xiii. The JV agreement must be specific that it is valid for the project for which the bidding is done. If the JV breaks up midway before award of work/during bid validity period the bid will be rejected. If the JV breaks up midway before award of work/during bid validity/after award of work/during pendency of the contract; in addition to normal penalties as per provisions of the bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months in CMPDIL.
- xiv. JV agreement shall be registered in accordance with the law so as to become legally valid and binding on the members before making any payment.
- xv. JV shall open a bank account in the name of the JV and all payments due to the JV shall be credited by the employer in that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc. shall be submitted by the JV before execution of the agreement for the work/ before payment of the first running on account bill.

9. Eligibility Criteria:

a. During the contract period, the contractor must have their office or representative in Nagpur.

b. Work Experience :

The bidder must have in its name or proportionate share as a member of JV/Consortium, experience of having successfully executed (includes completed / ongoing) **works of similar nature** valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

“Annualized value” of the work shall be calculated as the “Estimated Cost / Period of completion in Days x 365”.

The cost of executed works shall be given a **simple** weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience **till the last day of month** previous to one in which e-Tender has been invited.

The definition of Similar Work shall be as follows:

For this tender similar work means **“Similar work means “Supply of Tea – Coffee/ Canteen-Catering Services/Beverages-Snacks etc. in all categories in Govt./ PSU Organization or any reputed Private Organization ”**

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i. Start date of the year for which work experience of bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature).
- iii. Work Order Number/ Agreement Number of each experience.
- iv. Name & address of Employer/ Work Order Issuing authority of each experience.
- v. Percentage (%) share of each experience (100% in case of an Individual/ Proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture/ Consortium).
- vi. Executed Value of work against each experience.
- vii. In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or the JV itself may be furnished as the work experience of the bidder.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

For work experience bidders are required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. Work order, BOQ, and/or TDS may be sought during clarification or along with deficient documents.

Technical evaluation by the System:

- i. The system shall calculate the end date by adding 365 days to the start date of experience (provided by bidder). End date shall not be later than the last date (last day of month previous to the month in which NIT has been published on e-procurement portal).
- ii. The system shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the bidder (as calculated by adding 365 days to the start date restricted to the 'last date').

- iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.
- iv. The system shall calculate the value of all qualifying experiences taken together for each bidder and grade him as 'Eligible' if it meets the minimum requirement (65% of Annualised Value or estimated value whichever is less) or else as 'Ineligible'.
- v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).
- vi. The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."
- vii. The work experience of the bidder may be an ongoing work and the executed value of work shall be considered for evaluation.

Note:

In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture firm then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture will be considered against eligibility.

c. Working Capital :

Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within **three months** prior to the date of opening of tender.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i. Amount of available working capital inclusive of lines of credit and availability of other financial resources,
- ii. Date on which the bidder possesses the required working capital,
- iii. Name of the Chartered Accountant (CA),
- iv. Membership Number of CA who certifies the bidder's working capital on a particular date,
- v. Date of Issue of Certificate,
- vi. In case the bidder is a Joint Venture, the working capital of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

The intending bidder must submit Certificate of Working Capital from Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing information as furnished by bidder on-line.

Technical evaluation by the System:

- i. The system will check the date on which the bidder possesses the required working capital as well as the date of issue of certificate is within 3 months of the date of opening of tender.
- ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement...

~~d. Fleet Requirement:~~

~~The bidder has to quote for total fleet requirement. The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format~~

~~In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:~~

~~Confirmation in the form of YES/NO regarding acceptance to deploy matching fleet of vehicles as per NIT either owned, hired or newly purchased.~~

~~Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):~~

~~An affidavit confirming acceptance to deploy matching vehicles as per NIT, either, owned and/or hired and/or newly purchased. (The format is provided at Annexure A7)~~

~~Technical evaluation by the System:~~

~~The system will evaluate “Yes” as eligible and “No” as not eligible.~~

e. Permanent Account Number (PAN):

The bidder should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of **Yes / No** regarding possessing of Permanent Account Number(PAN) issued by Income Tax Department, Govt. of India.

NOTE:

In case, the bidder is a Joint Venture/ Consortium, PAN Card issued by the Income Tax Department, Govt. of India for each Indian Partner of JV/Consortium and verifiable Tax Residency Certificate of respective country for each foreign partner or JV/Consortium itself).

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

Photocopy of the PAN Card issued by Income Tax Department, Govt. of India.

Technical evaluation by the System:

The system will evaluate “Yes” as eligible and “No” as not eligible.

f. Goods and Service Tax (Not Applicable for Exempted Goods/Services):

The bidder should be either

- i. GST Registered Bidder/ Dealer
OR
- ii. GST unregistered Bidder/ Dealer

Registration:

The bidder is liable to be registered under GST unless they are specifically exempt from registration under specific notification / circular / section / rule issued by statutory authorities.

The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from Practicing CA/CMA/CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

For Example: If the bidder is exempt from Registration under CGST ACT, 2017 due to his aggregate turnover in the relevant financial year being less than 20/10 lakhs then bidder shall submit the copy of Notification along Certificate from Practicing CA/CMA/CS to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than 20/10 Lakhs and hence he is exempt from Registration under GST Act, 2017.

The expression “**aggregate turnover**” shall include all supplies made by the taxable person, whether on his own account or made on behalf of all his principal.

Composition Scheme:

Where the bidder has opted for composition levy under Sec 10 of CGST, he should declare the fact while bidding (In the BOQ). **In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:**

- i. Confirmation in the form of **Yes/No** regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.
- ii. Status of the bidder in the BOQ excel sheet being uploaded by the bidder during bid submission as per previous column.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

The scanned copy of documents regarding status w.r.t GST to be uploaded by bidders in support of information/ declaration furnished online by the bidder in the BOQ sheet against Eligibility Criteria.

I. Status: GST registered Bidder/Dealer:

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.

II. Status: GST unregistered bidder/Dealer:

Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules.

NOTE:

In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV.

In case the Service contract is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Service contract at the time of execution of agreement/ before the payment of first running on account bill.]

Technical evaluation and determination of the L-1 status:

- a) The evaluation of tender shall be done based on cost to company. The cost to company shall be ascertained by reducing the total Value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L-1 shall be decided based on cost to company ascertained in manner suggested above.

Where the vendor is an unregistered one i.e. (exempt from registration under GST) supplying taxable service causing CMPDIL liable to deposit tax under reverse charge, the CGST & SGST or IGST and GST (Compensation to state) cess, as applicable and payable by CMPDIL under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also the L-1 shall be decided based on Cost to Company ascertained after deducting the CGST & SGST or IGST and GST (Compensation to state) Cess amount eligible for Input Tax Credit, if any, from the total value including tax arrived as above.

- b) The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder has opted for composition levy, no tax under GST shall be charged by him
- c) The Tax Invoice raised by the supplier must be in compliance to relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN number for the supply to CMPDIL HQ and its Regional Institutes located at different states as given below:

State	Unit / HQ	City	GSTIN (Provisional ID)
Jharkhand	HQ	Ranchi (HQ)	20AAACC7475N1Z1
	RI-II	Dhanbad (RI-II)	
	RI-III	Ranchi (RI-III)	
West Bengal	RI-I	Asansol	19AAACC7475N1Z1
Maharashtra	RI-IV	Nagpur	27AAACC7475N1Z4
Chhattisgarh	RI-V	Bilaspur	22AAACC7475N1ZE
Madhya Pradesh	RI-VI	Singrauli	23AAACC7475N1ZC
Odisha	RI-VII	Bhubaneshwar	21AAACC7475N1ZG

The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) Cess, related to supply of goods, shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made there under.

- d) The CGST & SGST, IGST and GST (Compensation to state tax) Cess, as applicable at the time of supply, shall be paid extra against submission of proper Tax Invoice, as referred above, by the supplier so that CMPDIL could be able to avail Input Tax Credit of such CGST, GST, IGST, GST (compensation to state) Cess reflected in the invoice.
- e) If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the Tax Invoice issued to CMPDIL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in Tax Invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax Invoice shall be recovered from the current bills or any other dues of the supplier.
- f) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CMPDIL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.
- g) If the Tax invoice submitted by the supplier is found defective causing disallowance of Input Tax Credit (claimed by CMPDIL based on such invoices) by the tax authorities, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.
- h) In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of CMPDIL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

NOTE: Tax Invoice should be raised exactly as per the GST rate declared by the bidder in the BOQ sheet while submitting Price Bid.

- i) In addition to above, if any other tax/duties are levied over supply of such goods or services in future, it shall be paid extra.
- j) **TDS:** The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.

10. Submission of Bid:

10.1 The bidder will have an option for submitting EMD through ONLINE mode only (in INR).

- 10.2** The bidder will submit their bid online on the website <https://coalindiatenders.nic.in>. No off-line bid shall be accepted unless otherwise specified. However, in case of tenders having relaxation in eligibility criteria for co-operative societies formed by PAPs (Project Affected Persons), there will be provision for offline submission of bids by PAPs and online submission of bids by bidders other than PAPs in the same tender. The NIT should contain the appropriate clause for this provision like exemption of EMD and offline submission of bid by PAPs.

10.3 Online Registration:

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL i.e. at <https://coalindiatenders.nic.in> with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The prospective bidders should register for availing the services through the option "Online Bidder Enrollment" on the home page of at <https://coalindiatenders.nic.in>. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

10.4 System Requirement:

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, ECL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

10.5 User Portal Agreement:

The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement (Annexure-III) will be a part of NIT/Contract Document.

- 10.6** In the undertaking given by bidder online, there will be provision for penal action, if any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.
- 10.7** The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bid automatically.

10.8 General Instructions for Submission of Tender:

The bidder should strictly comply with following instructions:

- i. The bidders are requested to submit offers online giving reference to this tender notice number and

date containing offers in two parts in the links Cover-I, OID and Cover-II.

- ii. Two parts of the bid should contain the details as follows:

Part-I/ Cover-I and OID:

- i) Letter of bid
- ii) Details of Earnest Money
- iii) Information on Eligibility/Qualifying criteria as detailed under **Clause No. 8** including necessary scanned documents as elaborated there.

Part II/ Cover-II:

- i) Prices only in the Excel format as indicated in the Bid document.

- 10.9** For online submission of tender the bidders will have to upload “Letter of Bid” and all the Confirmatory Documents as prescribed in the NIT in Cover-I and only “Price-bid” in Cover-II. In case of EMD exemption one more document in support of the claim of EMD exemption will have to be uploaded by the bidder in Cover I.

10.10 Content of Part-I/ Cover-I:

a. General Technical Evaluation:

The bidder has to fulfil / comply with all the terms of ‘General Technical Evaluation’ (GTE).

b. Letter of Bid:

The format of Letter of Bid (ANNEXURE-A1) will be downloaded by the bidder and will be printed/ typed on Bidder’s letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LOB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

NOTE:

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the LOB shall be requested under the head Confirmatory documents and subsequently accepted or rejected as applicable.

c. Confirmatory Documents:

All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I & OID (if asked) by the bidder while submitting the bid online.

All the bidders are to submit the information in objective manner confirmed by the uploaded documents. The documents related to the furnished online information, based on which the auto evaluation takes place will be considered. If the bidder uploads any other document, it will be given no cognizance.

NOTE:

The Bidder will have to give an undertaking online that if the information /declaration /scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action.

The scanned copy of following documents will be submitted by the bidder online while submitting bid under Cover-I (Part-I).

Sl No	Documents related to Eligibility Criteria	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Documents.
1	Letter of Bid (LOB):	Letter of Bid (LOB) on the bidder's letter head, in prescribed format (Annexure- A1). Note: In case of JV the LOB is to be signed by all partners
2	The Work Experience: (Refer Clause No. 9 (b) of NIT): The bidder must have in its name or proportionate share as a member of JV/Consortium, experience of having successfully executed (includes completed / ongoing) works of similar nature (Work involving engagement of road worthy passenger vehicles of commercial category on hiring basis) valuing 65% of the annualized estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.	Bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable. Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents. Note: In case of JV, above documents of partner(s).
3	Working Capital: (Refer Clause No. 9(c) of NIT): Evidence of possessing adequate working capital (at least 20% of the "Annualized value or Estimated value whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.	Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on-line regarding Amount of available Working Capital inclusive of lines of credit and availability of other financial resources, Date on which the bidder possesses the required working capital etc. In case of JV, above documents of partner(s).
4	Fleet Requirement: (Refer Clause No. 9.4 of NIT):	

	The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format	
6	Permanent Account Number (PAN): (Refer Clause No. 9(e) of NIT):	Copy of PAN card issued by Income Tax Department, Govt. of India. (In case of JV/Consortium, PAN Card for each Indian Partner of JV/Consortium and verifiable tax residency certificate of respective country for each foreign partner or JV/ Consortium itself).
7	Integrity Pact: (Applicable for tendered value of Rs.2.00 Crore & above).	Duly signed and witnessed Integrity Pact in the prescribed format (Annexure A6). Note: In case of JV, Integrity Pact shall be signed by all the partners.
8	Digital Signature Certificate:	1. If the bidder himself is the DSC holder bidding on-line then only self-declaration on letter head is required. However 2. If the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
9	Undertaking:	A commitment is to be uploaded in the form of UNDERTAKING on Bidder's letter head as per the format given in the bid document (Annexure-A2). Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.
10	Legal Status of the bidder:	<u>Any one of the following documents:</u> 1. Affidavit or any other document to prove proprietorship/ Individual status of the bidder. 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder. 4. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner
11	Goods and Service Tax (Not Applicable for Exempted Goods/ Services): (Ref. Clause No. 9(f) of NIT)	The following documents establishing the status of bidder w.r.t GST as declared by Bidder in the BOQ sheet: a) Status: GST registered Bidder/Dealer - Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority. b) Status: GST unregistered bidder / Dealer - Document: A Certificate from a practicing Chartered

		Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/ dealer in compliance with the relevant GST rules. [In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV]
12	Mandate Form for Electronic Fund Transfer:	Conformation in form of Yes/No. Copy of Mandate form duly filled in as per Performa. (As per Annexure- A3).
13	Any other document to support the qualification information as submitted by bidder on-line.	
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.		

10.11 Content of Part-II/ Cover-II:

Price- Bid/ Cover-II/ Part-II:

The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item-wise Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to Company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

The rates quoted by bidder shall be inclusive of all Taxes but excluding GST. The system (excel sheet) will compute the GST (Total GST, component of GST payable by the bidder and component of GST payable by department) and GST compensation Cess, if applicable, as per pre-defined logic.

The L-1 bidder will be decided based on cost to the Company. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate Goods and Service tax (GST), status from the following list given in the BOQ:

- I. GST Registered Bidder
 - (i) GST registered agency not availing ITC (INPUT TAX CREDIT)
 - OR**
 - (ii) GST registered agency availing ITC (INPUT TAX CREDIT)
 - OR**
- II. GST Unregistered Bidder.

The Price bid file will be digitally signed and uploaded by the bidder in Part-II/Cover-II.

10.12 SYSTEM FOR DECISION OF L-1:

The L1 bidder will be decided based on Overall Quoted Value (i.e. Cost to the Company). The system for decision of L-1 bidder will be as follows:

Case – 1: Works / Services for which INPUT TAX CREDIT is not available to the Company.

The overall bid price (Cost to Company) will be the rate quoted by the bidder plus applicable rate of GST (Goods & Service Tax). The ranking of the Bidders will be decided based on 'Cost to Company' price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

Case – 2: Works / Services for which INPUT TAX CREDIT is available to the Company.

The overall bid price (Cost to Company) will be rates quoted by the bidder only; GST (Goods & Service Tax) will not be added in this case. The ranking of the Bidders will be decided based on 'Cost to Company' price. The lowest cost to company price will be ranked as L-1, the next higher price as L-2 and so on calculated by the system.

Payment/deposit of GST is the responsibility of the Contractor (Supplier).

Payment of GST and GST Compensation Cess (if applicable) would be made to the Contractor only on submission of Bill/Invoice in accordance with the provision of relevant GST Act & Rules and after filing of return online on the GST Portal. Input Tax Credit is to be availed by CMPDIL as per rule.

Contract Value:

The Contract Value will be the value of the 'Rates quoted by bidder plus amount of GST. The liability of payment of GST by the contractor registered under GST will lie with the contractor. The payment of GST would be made to the contractor only on submission of Bill / Invoice in accordance with the provision of GST Rules. In case of unregistered bidder, the applicable GST will be paid by CMPDIL directly to the concerned Tax Authority.

The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

11. Taxes and Duties:

All duties, taxes [excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only] and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/ or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CMPDIL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules

made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.

Input tax credit is to be availed by paying authority as per rule.

If CMPDIL fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier / vendor of goods and services in incorporating the tax invoice issued to CIL / Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier / vendor along with interest, if any.

12. Auto Extension of Critical Date:

If number of bids received online is found to be less than 03 (three) on End Date of bid submission, then the following critical dates of the Tender will be automatically extended initially for a period of 02 (two) days; and, if the number of bids still remains less than 03 (three), then for another 05 (five) days:

- Last date of submission of Bid.
- Last date of receipt of EMD.
- Date of Opening of Tender.

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

NOTE:

1. The validity period of tender shall be decided based on the final end date of submission of bids.
2. The auto extension shall work on the basis of number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than 03(three).
3. After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

13. Tender Status:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. This will be specifically mentioned in the NIT. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and Internet connectivity at bidder's premises to access the e-tender portal. Under any circumstance, CMPDIL shall not

be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or Internet connectivity failures.

14. Opening And Evaluation Of Tender:

13.1 Opening of Bid:

Tenders [**Cover-I (Technical-bid)** and **Cover-II (Price-bid)**] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening. The bidder can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link.

13.2 Automatic Evaluation (Technical):

The e-Procurement/tender system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder, while submitting the bid online. If the parameters furnished by bidder online, in an objective and structured manner, does not confirm to the required eligibility criteria as specified in the NIT, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system.

The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be automatically rejected by the system. The system will automatically upload the technical opening summary and technical evaluation summary which will be visible in the site once the Bid Openers allow the system to “*Disclose Bidder Information*” after completion of Reverse Auction.

Acceptance of Bidder in a general format of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

After decryption and opening of bids, the system will show the lowest price (cost to Company) quoted by L-1 bidder without disclosing the identity of any bidder and the total number of bids received/opened.

13.3 Evaluation of Tender (by Evaluator):

- i) Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L-1 will be decided on the basis of Cost to Company.
- ii) After completion of process, the documents submitted by L-1 bidder in Cover-I will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- iii) In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder then the same will be specified online by Evaluator, clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 10 days (10 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under “Upload confirmatory document” link. Additionally, information shall also be sent by

system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 10 days. If the L1 bidder fails to submit the specified document/s in 10 (ten) days' time or the uploaded documents still contain some deficiency, additional time of 10 days (10 x 24 hours) may be given to the L-1 bidder for re-submission, indicating start date and end date for re-submission of such document/s. It must be noted that maximum 2 chances, each of 10days x 24 hour duration shall be given.

- iv) The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- v) In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- vi) In case the L-1 bidder fails to submit requisite documents online as per NIT; or, if any of the information/declaration furnished by L-1 bidder online is found to be incorrect by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L-1 bidder will be forfeited.
- vii) In case the L-1 bidder is technically eligible but rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.
- viii) In case the L-1 bidder is rejected due to non-compliance of confirmatory documents, then the L-2 bidder will become L-1 bidder and Confirmatory Documents of L-2 bidder shall be evaluated by Tender Committee and the process shall be followed as mentioned in Clause no.(i) to (v) above.
- ix) The process as mentioned at Clause no. (vii) shall be repeated till the work is either awarded or all the eligible bidders are exhausted
- x) In case none of the bidders complies the technical requirement, then re-tender will be done.
- xi) It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- xii) **Penal Provisions:** If the L-1 bidder happens to be defaulter upon verification of documents uploaded, 100% EMD of defaulting bidders will be forfeited.

Note: The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L1 successively.

- xiii) The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical eligibility based on the computer generated evaluation sheets followed by evaluation of the scanned documents uploaded by L-1 bidder in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.

The approval for award of work to L-1 bidder will be accorded by the competent authority as per Delegation of Power based on the TC recommendation.

- xiv) After competent approval and financial concurrence of TCR, the work order to the L-1 bidder will be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and

simultaneously the original copy will be sent to the bidder through registered/speed post.

- xv) The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document **(Annexure-A6)**.
- xvi) Any tender hosted on the e-Procurement site must be logically concluded i.e. either Award of work is issued at AOC page on e-Procurement portal in online mode or the tender is cancelled/ retendered online through corrigendum.

15. ~~Tender cum Reverse Auction:~~~~[If not required, this clause should not be incorporated in the NIT]~~

~~For work value of INR 100 lakh and above, tender evaluation process will be done through Reverse Auction Process (RAP) and process will be as follows:~~

~~A. The Reverse Auction Process will require option of selection of "Tender cum Auction" in 'Form of Contract' in the e-Procurement portal of CIL, at the time of creation of tenders of value INR 100 lakh and above.~~

~~B. Reverse Auction will be initiated after opening of price bids, as detailed above in case of normal tenders.~~

~~C. Bid opening time will be 11.00 AM on any working day as mentioned in the NIT. Upon opening of the price bids, a reverse auction platform will be created within 2 hours of opening of bids, displaying only the item wise L-1 prices received. However, no indication will be available in the portal to anybody regarding number of bids and names of bidders.~~

~~**NOTE:** Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.~~

~~D. H-1 bid will be eliminated during price bid opening, if more than three techno-commercially acceptable bids are available as per the evaluation done by system and such bidder will not be allowed to participate in reverse auction. If two or three bidders have quoted same H-1 land cost (i.e. Cost to Company), the bidder(s) who submitted / frozen the bid later, shall be rejected and will not be allowed to participate in reverse auction.~~

~~E. The 'Start Bid' price will be either of the following, which one is lower:~~

~~1. L-1 price,~~

~~_____ OR~~

~~2. Approved Estimate / Justified price + 10% + applicable GST including GST Compensation Cess, if any, taking into consideration Input Tax Credit (ITC), if applicable.~~

Explanation for TIA/ Evaluator: ~~[Should be deleted from the NIT]~~

~~1. System will display L-1 landed price automatically in auction creation form and allows Tender Inviting Authority to edit the value as 'Start Bid' price. For the time being L-1 price or approved estimate/justified price (only estimated price in case of mining tenders) + 10% + applicable GST including GST Compensation Cess, if any, taking into consideration Input Tax Credit, if applicable whichever is lower will be the start bid price for tenders for works and Services.~~

~~2. The estimated price should be based on SOR (Schedule of Rates) and market analyzed rates in case of items/services for which SOR is not available. Wherever SOR is not available, preparation of SOR~~

~~should be made in a scientific manner based on proper justification on priority.~~

- ~~F. The L 1 price/start bid price is landed / cost to the company price on which the auction will be initiated.~~
- ~~G. If the L 1 price is higher than the Start Bid Price (Estimated / Justified price + 10% + Applicable GST taking into consideration Input Tax Credit, if applicable) and the RAP is not triggered within the scheduled time, the cases will be retendered.~~
- ~~H. Initial period of reverse auction will be two hours. There will be auto extension of time by ten minutes in case any reduction is recorded in last ten minutes. The reverse auction will end only when there is no further reduction recorded in the last ten minutes slot.~~
- ~~I. The Reverse Auction is an auto-generated process, no claim of bidder on outcome of evaluation will be entertained.~~
- ~~J. **Decremental Value:** The decrement value will be 0.5 % of the start bid price. The reduction by the bidder shall have to be made as per decrement value or in multiple thereof. The Maximum **SEAL PERCENTAGE** will be fixed as 2% of start bid price / last quoted price during reverse auction, whichever is lower.~~
- ~~In order to have ease of submission in reverse auction by the bidders, it is suggested that decrement values may be rounded off to the nearest value as under:~~
- ~~a. For decrement value upto INR 10, the rounding off may be made to nearest INR 1.~~
- ~~b. For decrement value upto INR 11 to INR 100, the rounding off may be made to~~
- ~~c. For decrement value upto INR 1001 to INR 10,000, the rounding off may be made to nearest INR 1000; and so on.....~~
- ~~K. System protects bid and bidder information till auction gets over and displays current L 1 price to the bidder in auction hall/process. The system provides bidders' detail along with bid documents at the end of reverse auction process. The log details of entire reverse auction process will be generated by the system, once the process of reverse auction gets completed.~~
- ~~L. If a bidder does not submit his bid in Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of the bidder. The status of (L 1, L 2, etc.) bidder shall be evaluated considering either the bid price submitted in Reverse Auction or the price quoted in the price bid, whichever is lower.~~
- ~~M. Since Reverse Auction is a sequel to e tender, the process of finalizing the tender upon completion of the reverse auction will be the same as the tender without reverse auction.~~
- ~~N. The L 1 bidder after reverse auction has to proportionately reduce the item rates while submitting the breakup of composite price. In case the L 1 bidder fails to submit the break up of landed price within the stipulated period, the company will be at liberty to place order on the basis of break up prepared as per para 'F' above for the composite price and the same will be binding on the bidder.~~
- ~~O. On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.~~
- ~~P. The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder makes such an attempt.~~
- ~~Q. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by ECL will form a binding contract between ECL and the bidder for entering into a contract. Any bid submitted earlier by the bidder prior~~

~~to submission of his last bid will not be considered as the valid price bid.~~

- ~~R. Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount will not be considered for evaluation of offers but will be availed if order is placed on such tenderer.~~
- ~~S. At the end of the reverse auction, the bidder(s) who has participated in the reverse auction has to upload the breakup of Cost to Company prices in the confirmatory documents. In case of item rate composite works tenders, the reverse auction will be conducted on the composite cost to company price.~~
- ~~T. The bidder(s) after reverse auction will be responsible to ensure that the cost to company rate as per the breakup of prices provided by him after the reverse auction and cost to company rate offered by him in the reverse auction is exactly same. The bidder will not be allowed to increase the rate of any item while submitting the break up. While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid. In case the bidder(s) fail(s) to submit the break up of cost to company price within stipulated period or the break up given by bidder does not match with total offered price, the Company will be at liberty to place order by proportionately reducing item rates on the basis of the breakup of the e-Price Bid submitted by the bidder along with the initial offer and the same will be binding on the bidder.~~
- ~~U. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.~~
- ~~V. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time. A provision to this effect should be made in the NIT.~~

~~Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e-procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.~~

16. **Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) items:**

If the bid of the successful bidder is seriously unbalanced in relation to the company's estimate of the cost of the work to be performed under the contract, the employer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities, to demonstrate the internal consistency of those prices with the methods and scheduled proposed.

Additional Performance Security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price **multiplied by 1.25.**

Additional Performance Security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

This Additional Performance Security will not carry any interest and shall be released in the following manner.

- i. 30% of additional performance security will release after 60% of the total work is completed.
- ii. 50% of additional performance security will release after 80% of the total work is completed.

- iii. 100% of additional performance security will release after total work is completed.

Additional performance security may be furnished in any of the forms as applicable for performance security.

17. Refund of EMD:

- a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate-Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f. The EMD of successful bidder (on award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.

18. Site Visit:

Every tenderer is expected, before quoting his rates, to go through the conditions of contract and to inspect Area of work.

It shall be deemed that the tenderer has visited the Mines/Areas and got fully acquainted with the road conditions and other prevalent conditions and fluctuations thereto, whether they actually visited the Mines/Areas or not and have taken all the above factors into account while quoting his rates.

- 17.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding on a specified date as decided by CMPDIL, ~~approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available~~ and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.
- 17.2 CMPDIL officials shall accompany the bidder during Site visit.

- 19. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

20. Recovery of any Claim from Vendor/Supplier:

In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

Further Earnest Money/ Performance Security forfeited will be inclusive of GST.

21. One Bid per Bidder:

Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a Public Limited / Private Limited Company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidders' participation to be disqualified.

22. ~~Technical Specifications:~~

~~The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.~~

23. Currencies of Bid and Payment:

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

24. Change in Constitution of the Contracting Agency:

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

25. Canvassing in Tender:

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

26. Letter of Acceptance (LOA)/Work Order/Agreement:

The Bidder, who's Bid has been accepted, will be notified of the award on-line and also by registered post/speed post by the employer prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalised dash-board on-line. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.

27. Bid Validity:

The Bid Validity Period will be 120 (one hundred twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be the Company will be entitled to take action as per clause No.33 (Modification and Withdrawal of Bid) of NIT.

28. Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he/she/they may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

1. The EMD will be forfeited and
2. The bidder will be debarred for 1(One) year from participating in tenders in CMPDIL/Subsidiary.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.
Penal action against clauses above will be enforced from the date of issue of such order.
- iii) The standard operating procedure to handle withdrawal of bid after end date of submission is shall be as follows:

Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL/Subsidiary

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is **not** available. The bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

B. Offline Withdrawal of Bids :

- a. A partner of bidder(in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

II. Acceptance of withdrawal by Tender Committee:

Every case of withdrawal under Clause I-(A)(b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

The decision of Tender Committee will be binding on the tenderer.

29. Security Deposit:

Total security deposit will be 10% of the value of work order, which consists of two parts-

- a. Performance Security (5%) to be submitted at the time of award of work, and
- b. Retention Money (5%) to be recovered from running bills.

The security deposit shall bear no interest.

a. Performance Security:

Performance Security should be **5%** of the annualized value of contract amount and should be submitted within 28 days of issuance of LOA by the successful bidder in any of the form given below:

30.1.1 Bank Guarantee:

A Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at Nagpur.

NOTE:

Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.

The Bank Guarantee shall be issued by a Scheduled Bank / Nationalized Bank.

If Performance Security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either:

- a. at Bidder's option by a Scheduled Bank , or
- b. by a foreign bank located in India and acceptable to the employer.
- c. The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.
- d. The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security / 1st part of security deposit.

30.1.2 Govt. Securities / FDR:

Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

30.1.3 Demand Draft:

Demand Draft drawn in favour of CMPDI, RI-IV, NAGPUR on any Scheduled Bank payable at its Branch at Nagpur. The bid security deposited in the form of Demand Draft / Cash may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

30.2 Retention Money:

Retention money will be deducted at 5% of annualized contract value from the running on account bills in 12 equal installments that would be submitted by the contractor for the work done against the work order.

The Company shall be at liberty to deduct / appropriate from the Security Deposit such sums as are due and payable by the contractor to the Company as may be determined in terms of the contract, and the amount appropriated from the Security Deposit shall have to be restored by further deduction from the contractor's subsequent running bills, if any.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/earnest money.

30. Postponement of scheduled date(s):

The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

31. Public Enterprises preference:

The Company reserves its right to allow Public Enterprises purchase preference facility as per prevalent policy.

32. Contract Agreement Document(s):

This Tender Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, Additional Terms & Conditions, Special Terms & Conditions(if any), Technical Specifications, drawings(if any) and any other document uploaded on portal as NIT document form an integral part of this NIT and shall also form a part of the contract agreement.

33. Sub-letting of Work:

No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

34. Prohibition of Child Labour engagement:

The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.

35. Compliance of Applicable Labour Laws:

- a. The contractor shall abide by the rules & regulations of Labour's Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.
- b. The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act. 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.
- c. **The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. or Central Govt. whichever is higher and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality i.e. Jharkhand. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.**

- d. The Contractor should maintain all records in Hindi or English as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.
- e. The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act. 1946.
- f. The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st on a/c bill. The contractor shall maintain records/document in compliance with the payment of bonus Act 1965.
- g. The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.
- h. The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.
- i. The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.
- j. The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.
- k. Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the CMPDI.
- l. If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the CMPDI is entitled to terminate this agreement as per clause and get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.
- m. The Contractor shall in addition to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified, the CMPDI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's' Compensation Act, 1923, Employees provident fund, Employees State Insurance or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consonance of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury or death.

36. CMPF / EPF:

The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed.

37. Employment of Local Labour:

- a) Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the local Government.

- b) If a contractor submit his bid qualifies and does not get the contract because of his being not the lowest, he, will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

38. Splitting up of the work:

The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety.

39. Settlement of Disputes:

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to GM / HoD of the concerned department for the tenders of HQ and to the Regional Director of the respective Regional Institute of CMPDIL for the tenders of RIs. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & Excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

40. Settlement of Disputes through Arbitration:

If the parties fail to resolve the disputes/ differences by in house mechanism, then, depending on the position of the case, either the employer/ owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court.

The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the Clause 40.

- i. In case of parties other than Govt. agencies, the redressal of disputes/ differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

“In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.”

- a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the

Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

- b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

41. Legal Jurisdiction:

Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court of the place, where the subject work is to be executed.

42. ~~Pre Contract Integrity Pact:~~

~~(Applicable for tenders with estimated cost exceeding Rs. 2.00 Crores):~~

~~The bidder is required to go through the integrity pact which is the part of bid document. The bidder, submitting the bid shall accept the Integrity Pact as given in the bid document. Name, address and contact No. of the Independent External Monitor (IEM) nominated for this tender:~~

Sl. No.	Name	Address	Contact Number
i	Prof (Dr) L.C. SINGH, IAS(Retd)	L-31, Third Floor, Kailash Colony, New-Delhi.	Ph. No: 91-11-29237274. Mob. No: +919968073976 e-mail: lcsinghi@yahoo.com & lcsinghi@gmail.com
ii	Dr S. M. Jharwal, IES (Retd).	Flat No: 69, IES Apartment, Plot No: 9, Sector: 4, Dwarka, New-Delhi.	e-mail: jharwal@nic.in

43. Non-disclosure/ Confidentiality clause:

The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDI, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDI also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDI at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

HOD (P&A)

SECTION – II

Letter of Bid

To,
The Tender Committee,
Central Mine Planning & Design Institute, RI-IV, Nagpur

Sub. : Letter of Bid for the work “-----”
Ref. : 1. NIT No.: “-----”
2. Tender Id No. : “-----”

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CMPDIL.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Central Mine Planning and Design Institute, Ltd, RI-IV, Nagpur.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Central Mine Planning and Design Institute, Ltd, RI-IV, Nagpur shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

PROFORMA for Undertaking to be submitted by Bidder/s (On Bidder's Letter Head) for Genuineness of the Information furnished on-line and authenticity of the Documents uploaded on-line in support of his Eligibility:

FORMAT OF UNDERTAKING

I / We Proprietor/Partner/Legal Attorney/ Director/ Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against NIT No/Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. I / Our Partners /Directors don't has/have any relative as employee of Central Mine Planning and Design Institute, Ltd, RI-IV, Nagpur.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
7. * I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

8. *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).

Or

*I / Wehave been banned by the organization named " _____ " for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).

9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

[* Delete whichever is not applicable.]

(The concerned department may specify any other specific undertaking to be taken from the bidder/s while framing the NIT)

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.**To****Central Mine Planning & Design Institute Limited,**
RI-IV, Nagpur**Sub:** Authorization for release of payment due from Central Mine Planning & Design Institute Limited,
Gondwana Place, Kanke Road, Ranchi through Electronic Fund transfer/Internet Banking.**Ref:** Order No. _____ Date _____ and/or Tender/Enquiry/Letter No. _____ Date _____**(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable).**

1. Name of the Party : _____
2. Address of the Party : _____
- City _____ PIN Code _____

3. E- Mail Id _____

4. Permanent Account Number _____

5. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			

4. Date from which the mandate should be effective: _____

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Central Mine Planning & Design Institute Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net.

Place:

Date:

Signature of the party/Authorized Signatory.

Certified that the particulars furnished above are correct as per our records.

Banker's Stamp :

Date:

(Signature of the Authorized official from the Banks)

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULEDBANKAUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To,

Central Mine Planning & Design Institute Limited,
RI-IV, Nagpur.

In consideration of the **Central Mine Planning & Design Institute Limited**, having its Registered office at RI-IV, Nagpur thereafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____ *[Name & Address of the Contractor]* (hereinafter called to as “Contractor” which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work _____ *[Name of the Work]* by issue of Letter of Award No. _____ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated _____ valued at _____ *[value of Work Order]* (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of _____ *[indicate figure]*% of the Contract Sum _____ *[amount in figures and words]* from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, _____ *[name of the Bank]*, of _____ *[address of the Bank]* (hereinafter called to as “Bank” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Contractor to the extent of _____ *[amount of guarantee in figures and words]* , at any time from _____ to _____ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the

Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____

PROFORMA FOR EXECUTION OF AGREEMENT.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

This agreement is made on day of between (Name of Company) having its registered office at (here in after called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/proprietorship/Ltd. Co. etc.) firm under the name and style (here in after called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "....." and whereas the said Contractor/Firm submitted tender for the said work and deposited a sum of ₹..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexure to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A: Tender Notice (Page ... to ...)
 - ii) Schedule–A: General terms & conditions. (Page ... to ...)
 - iii) Schedule-B: The probable Quantities and Amount (Page ..to ...)
 - iv) Schedule-C: Negotiation letters
 - v) Schedule-D: Letter of Acceptance/Work Order (Page .. to ..)
 - vi) Schedule-E: Drawings (Page .. to ..)
- 3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) The company has converted a sum of Rs.only, from the amount of Rs..... deposited by the said contractor as Earnest Money, into 'Initial Security Deposit' of 1% of the awarded work value. The excess/balance amount of earnest money shall be adjusted in the RA Bill(s).
- 5) The said contractor hereby covenants with the company that the Company shall retain a sum of Rs. or such sum as may be arrived at based on the executed value of the work, as security deposit for the fulfilment of the contract to the satisfaction of the Company.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner.

Signature

2 Partner

Signature

On behalf of M/s.....The Contractor, as one of the constituted attorney, In the presence of –

1. Name Address:

Signature

Occupation:

Signed byon behalf of

(Name of Company) in presence of -

Signature

1.Name:

Address:

Signature

INTEGRITY PACT

Between

Central Mine Planning and Design Institute Limited (CMPDI) hereinafter referred to as "Principal" And
..... hereinafter referred to as "The Tenderer/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Tenderers/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal has appointed external independent Monitors (refer Clause 26 of Terms and Conditions) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section-1: Commitments of the Principal

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Tenderers with equity and reason. The Principal will in particular, before and during the tender process. Provide to all Tenderers the same information and will not provide to any Tenderer confidential/additional information through which the Tenderer could obtain an advantage in relation to the tender process or the contract execution.
 3. The principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section-2 : Commitments of the Tenderer/Contractor

- (1) The Tenderer/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - i. The Tenderer/Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii. The Tenderer/Contractor will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii. The Tenderer/Contractor will not commit any offence under the relevant Anti-corruption Laws of India, further the Tenderer/Contractor will not use improperly for purposes of competition or

personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

- iv. The Tenderer/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 : Disqualification from tender process and exclusion from future contracts.

If the Tenderer, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Tenderer into question, the Principal is entitled to disqualify the Tenderer from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Tenderer/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Tenderer accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freshly and after obtaining independent legal advice.
- (3) If the Tenderer/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4: Compensation for Damages

- (1) If the Principal has disqualified the Tenderer from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Tenderer liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
- (3) The Tenderer agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Tenderer/Contractor can prove and establish that the exclusion of the Tenderer from the tender process or the terminate of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Tenderer/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 Previous transgression.

- (1) The Tenderer declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India

that could justify his exclusion from the tender process.

- (2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6: ~~Equal treatment of all Tenderers/Contractors/Subcontractors~~

- (1) ~~The Tenderer/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.~~
- (2) ~~The Principal will enter into agreement with identical conditions as this one with all Tenderers, Contractors and Subcontractors.~~
- (3) ~~The Principal will disqualify from the tender process all Tenderers who do not sign this Pact or violate its provisions.~~

Section 7: ~~Criminal charges against violating Tenderers/Contractors/ Subcontractors~~

~~If the Principal obtains knowledge of conduct of a Tenderer, Contractors or Subcontractor, or of an employee or a representative or an associate of a Tenderer, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.~~

Section 8: External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal).

- (1) ~~The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.~~
- (2) ~~The Monitor is not subject to instructions by the representative of the parties and performs his functions neutrally and independently. He reports to the Chairpersons of the Board of the Principal.~~
- (3) ~~The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Tenderer/Contractor/Subcontractor with confidentiality.~~
- (4) ~~The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.~~
- (5) ~~As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.~~
- (6) ~~The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.~~
- (7) ~~Monitor shall be entitled to compensation on the same terms and being extended to/provide to Outside Expert Committee members/Chairman as prevailing with Principal.~~
- (8) ~~If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not within reasonable time, taken~~

~~visible action to proceed against such offences or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.~~

- (9) ~~The word "Monitor" would include both singular and plural.~~

~~Section 9: Pact Duration~~

~~This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all the Tenderers 6 months after the contract has been awarded.~~

~~If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.~~

~~Section 10: Other provisions~~

- ~~(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ranchi.~~
- ~~(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.~~
- ~~(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.~~
- ~~(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.~~

(Sign for Principal) _____ (Sign for the contractor/Tenderer)

Place: _____ Place: _____

Date: _____ Date: _____

Witnesses:

_____ 1.

_____ 2.

SECTION - III

SPECIAL TERMS AND CONDITIONS FOR SUPPLY & SERVING OF TEA & COFFEE

- (1) The Rate contract will be in operation for a period of Twenty four months from the date of tender starts the actual operation in the office complex for supply of tea and coffee to the employees. The period for rate contract is tentatively from 01-10-2018 to 30-09-2020.
- (2) Free space for preparation of Tea & Coffee and electricity for lighting purpose only will be provided to the successful contractor by CMPDI. The contractor has to make his own arrangement of cooking gas only and no coal, firewood, kerosene; electric Heater whatsoever shall be permissible.
- (3) The successful contractor has to provide Tea and Coffee to the Employees of RI-IV (HQ) ,Jaripatka, Nagpur in a clean and good condition cup carried in a stainless steel tea container on their seats twice (one in each half) during the service hours on working days.
- (4) No business of selling other items except Tea & Coffee as per NIT shall be permissible. In such circumstances, the Management may cancel the rate contract (work order) as per NIT.
- (5) The contractor has to abide by all the statutory requirements of Maharashtra Government & Government of India as relevant from time to time.
- (6) The Company shall not be liable for any loss or damages due to fire or any other reasons sustained by the labourers of the contractor on account of any accident or injuries. The Medical facilities for contract labourers in normal course as well as in case of accident/injuries have to be provided by the contractor at his expenses and the Company shall have no liability whatsoever on this account.
- (7) The contractor will have to maintain the premises of the place where Tea and Coffee will be prepared and ensure that the same is kept neat and clean and in hygienic condition.
- (8) The contractor shall be responsible for security of the premises in his occupation. No responsibility shall be taken by CMPDI in this regard. However, he should abide the rules and terms and conditions of CMPDI and cannot harbour any unsocial elements creating thereby any law and order problem. In the event of his doing so in the opinion of the management, the management shall be free to forfeit the Security Deposit and terminate the contract forthwith.
- (9) The contractor shall keep open the business for supply of Tea & Coffee to the employees of CMPDI on all working days except Holidays /Sundays and shall be kept open between 9:00 am to 5:00 pm.
- (10) Interior Electrification/Decoration/Furnishing etc. of the premises will be done by the contractor at his own costs with prior consent and approval of the management.
- (11) Undue profiteering shall not be allowed.
- (12) The quality of Tea & Coffee as well as Cups & Saucers etc. will be checked, and if at any time it is found to be unsatisfactory/not upto the mark/bad conditions,/failure to maintain the quality , the work order(contract) for supply of Tea & Coffee would attract forfeiture of security Deposit with termination of Contract forthwith.
- (13) If at any time the contractor fails to supply tea and coffee for any reason whatsoever, the expenses incurred on alternate arrangement will be realized from the bills of contractor.
- (14) The tenderer must read and understand all the above points very carefully before submitting the tender
- (15) All statutory deductions shall be made from the party's bill at the rates as applicable from time to time.

HOD (P&A)

SECTION – IV

GENERAL TERMS AND CONDITIONS FOR SUPPLY & SERVING OF TEA & COFFEE

1. Definitions

- i) "**Employer**" or "Company" means CMPDI, Regional Institute –IV who will employ the contractor represented by the appropriate authority.
- ii) "**Principal Employer**" means the officer nominated by the Company to function on its behalf.
- iii) The word "**Contractor/ Contractors**" wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv) "Accepting Authority" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- v) "**Officer-In-charge**" shall mean the officer nominated by the company who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Officer-In- Charge /Designated Officer-in-Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract. The Officer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Officer- in-Charge/Designated Officer in Charge.
- vi) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, technical terms and conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- vii) A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- viii) The "**Work**"/"**Service**" shall mean the work required to be executed in accordance with the contract/work order or parts thereof, as the case may be or any work of emergent nature, which in the opinion of the Officer-in-charge, become necessary during the progress of the works.
- ix) "**Contract amount**" shall mean:

In the case of service contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items/entities shown in the "Bill of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.
- x) "**Written notice**" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the contractor's firm or to an office of the company for whom it is intended or if delivered at or sent by registered mail/e-mail to the last business address known to him who gives the notice.
- xi) "**Letter of Acceptance of Tender**" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xii) "**Department**" means Regional Institute – IV, Nagpur, CMPDI.

xiii) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xiv) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. Contract Documents: The following documents shall constitute the contract documents:

- Notice Inviting Tender/Detailed Tender Notice.
- Articles of Agreement / Letter of Acceptance of Tender/ Work Order.
- General Terms & Conditions of contract.
- Technical Terms & Conditions of contract.
- Integrity Pact (if applicable)
- Bill of Quantities/ Schedule of work/ Scope of work.
- Frozen terms & conditions / technical parameters/ revised offer, if any.

2.1 The contractor shall enter into and execute contract agreement in the prescribed form (ANNEXURE - II). The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract agreements shall be prepared and signed by both the parties, one of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be with the contractor and the original is to be retained by the company. All additional copies, if required, should be certified by the Officer-In-Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Officer-In-Charge, his representatives or any other officials authorized by the company for the purpose.

2.2 The contract document shall not be used by the contractor for any purpose other than this contract & the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. Negotiations:

Work will be awarded to the lowest bidder (L-1), without post-tender negotiations. Negotiation should be avoided as far as possible. However, if required, negotiation shall be done with successful L-1 bidder. In that case bidder(s) should be in a position to depute himself/representative at short notice with full authority on technical as well as commercial terms & conditions of the contract.

4. Acceptance of Offer:

Letter of Acceptance (LOA) is an acceptance of offer by the company. The tenderer should acknowledge the receipt of the order within 7 days of mailing of LOA and any delay in acknowledging the receipt will be treated as a breach of contract and EMD is liable to be forfeited.

5. Banned or Delisted Contractors:

The bidders would give a declaration that they have not been banned or delisted by any Govt., Quasi Govt. agencies or PSU's. If a bidder has been banned or delisted by any Govt., Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

6. Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedules of quantity and/or the specifications, the following order of preference shall be observed:

Description in Bill of Quantities of work.

Particular specification and special conditions, if any

General specifications.

- 6.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's /Competent Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.
- 6.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Specifications forming part of the particular contract document.
- 6.3 Any difference detected in the tender/ tenders submitted resulting from:
- a) Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.
 - b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
 - c) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or words, then the rates quoted by the contractor in words shall be taken as correct.

7. Refund of Security Deposit

5% Performance Security Deposit should be refunded within 14 days of the completion of hiring period / extended period / date of closure of the contract.

Retention Money should also be refunded within 14 days of the completion of hiring period / extended period / date of closure of the contract.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs.5.00 Lakh subject to the condition that amount of any Bank Guarantee except last one, shall not be less than Rs.5.00 Lakh. However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

8. Refund of Additional Performance Security

The Additional Performance Security shall be released in the following manner:

- I. 30% of additional performance security will be released after 60% of the total work is completed.
- II. 50% of additional performance security will be released after 80% of the total work is completed.
- III. 100% of additional performance security will be released after total work is completed.

9. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

- 9.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, failing which Earnest Money deposited by him may be forfeited and the Letter of Acceptance of Tender/Work Order may also be rescinded and the contractor be debarred to take part in the subsequent future re-tender.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (One) year.

9.2 Force Majeure:

- i) Natural phenomena, like unprecedented flood and draught, earthquakes & epidemics.
- ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprietries, and quarantine embargoes.

In such situation, the successful bidder/ contractor will apply to the Officer-In-Charge through a letter indicating the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of the above mentioned Force Majeure clauses, no penalty will be imposed on the contractor for non-providence of service.

- 9.3** When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both with the approval of the competent authority. The extension will have to be by party's agreement, express or implied.

The extension of contract, if any, will be at the existing rate with mutual agreement.

10.0 Payment:

The running on account payment may be made once in a month. The contractor has to submit the monthly bill, in duplicate.

- 10.1** Payment of on account bill shall be made after certifying by concerned officer, the sum to which the contractor is considered entitled by way of interim payment for the following:

The payments shall be released against the final bill subject to all deductions which may be made on account of other dues payable by the contractor to the company, and further subject to the contractor having given to the no claim certificate by the concerned officer.

- 10.2** The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realized from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

The contractors are required to execute the works satisfactorily and according to the specifications laid down in the contract/ work order.

- 10.3** Income tax deduction will be made as per applicable rule, of the gross value of each bill, unless exempted by the competent authority of the Income Tax Department.

- 10.4** No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

11.0 Compliance of Applicable Labour Laws:

- a) The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act 1970.
- b) Contractors are to employ, to the extent possible, only local people/project affected people and pay wages not less than the minimum wages fixed by the local Government.
- c) The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him as per Minimum Wages Act, 1948 and amendments thereafter.
- d) The contractor shall ensure that details for drivers/workers engaged are registered on CLIP portal (Contract Labour Payment Management Portal) at <http://www.coalindia.in>.
- e) The contractor shall ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed.

- f) If a contractor submits his bid and qualifies, but does not get the contract because not being the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

12.0 Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part by notice in writing, if the contractor :-

- a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Officer-In-Charge, then on the expiry of the period as specified in the notice,

or

- b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Officer-In-Charge, then on the expiry of the period as may be specified by the Officer-In-Charge in writing,

or

- c) Obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering,

or

- d) Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company,

or

- e) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Officer-In-Charge in a notice in writing,

or

- f) Transfers, sublets, assign the entire work or any portion thereof is not permissible. In such case the Officer-In-Charge may, cancel the whole contract or portion of it in default by giving a written notice.

12.1 The contract shall also stand terminated under any of the following circumstances:

- a) If the contractor, being an individual in the case of proprietary concern or in the case of a partnership firm, any of its partners, is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractor's company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.
- c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.
- d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the

absolute disposal of the company provided, that the amount so forfeited shall not exceed 10 (ten) percent of the contract value.

12.2 Suspension of Work

- i) The company shall have power to suspend the work or any part thereof and Company may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on part of the contractor, or on ground of safety of the work.
- ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

12.3 Foreclosure of contract in full or in part

If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever, the company shall give notice in writing to that effect to the contractor. In the event of abandonment/ reduction in the scope of the work, the company shall be liable to pay the contractor at the contract rates full amount for work executed and measured at site up to the date of such abandonment/ reduction in the work.

The contractor shall, if required by the company, furnish to him the books of accounts, papers, and relevant documents as may be necessary to enable the company to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of the work, other than those as specified above.

13. Carrying out Part Work at Risk and Cost of Contractor

If the service provided is unsatisfactory, the company after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency. The certificate issued by the company for the cost of work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor.

The contractor from whom part work is being taken out, shall not be allowed to participate in the subsequent tendering process, if any.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rate, the difference shall not be payable to the contractor.

14. Settlement of Disputes/Arbitration

- 14.1 It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the company, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Officer-In-Charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/claims of the contractor shall be entertained by the company.
- 14.2 Effort shall be made to resolve the dispute in two stages.

In first stage dispute shall be referred to the HoD of concerned Deptt. If difference persists, the dispute shall be referred to a high level committee constituted by the competent authority.
- 14.2.1 If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.